

G-96-0031

AG Contract No. KR96-1868-TRN
ADOT ECS File No. JPA 96-125
Project: SB AZ 96 (12)
Tracs No. H 4402 01 D
Section: SR 366 Swift Trail

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE
CORONADO NATIONAL FOREST

THIS AGREEMENT is entered into 10 October, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, CORONADO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

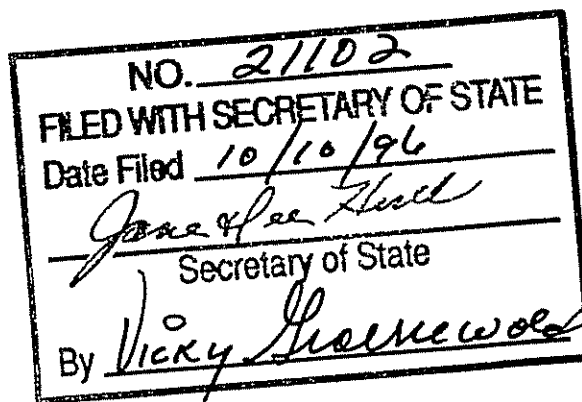
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by the Cooperative Funds Act of June 30, 1914 (16 USC 498) to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds to be passed to the Forest Service to be used for the development of scenic byways and related projects. The Project consists of conducting an environmental study for the design and construction of a parking area, interpretive facilities and toilet facilities at Kitchen Lookout Vista on SR-366. The Forest Service has been allocated ISTEA funds in the amount of \$6,000.00, with a \$1,500.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1. The Forest Service will:

a. Provide environmental studies and reports or such other documents and services required for completion and approval of the environmental document.

b. Invoice the State for the cost of completed work on the environmental document in a total amount not to exceed \$7,500.00.

c. Contingent upon FHWA funding approvals for facilities, provide design plans, specifications or such other documents and services required for construction bidding and construction.

d. List on the title and plan sheets the Forest Service contract or project numbers, the FHWA federal aid number and the ADOT tracts number.

e. Contingent upon FHWA funding approvals for construction, call for bids and award one or more construction contracts for a new Forest Service overlook on the scenic byway, including a pullout, parking area, toilet facilities, ADA accessible pathways and interpretive signs. Be responsible for contractor claims for extra compensation, and upon completion provide maintenance.

f. Invoice the State for the cost of the completed work on the plans and improvements, in a total amount not to exceed the amount approved for funding by FHWA and ADOT, estimated at \$222,000.00.

2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed the approved construction funding, estimated at \$222,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal government, and acceptable to the State and the Federal government. Such process shall include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Coronado National Forest
Forest Supervisor
300 West Congress, 6th Floor
Tucson, Arizona 85701

8. Improvements placed on National Forest System land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

9. This instrument in no way restricts the Forest Service from participating in similar activities with other public or private agencies, organizations and individuals.

10. No part of this instrument shall entitle to State to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

11. Either party, in writing, may terminate this instrument, at any time before the commencement of performance under this agreement. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination.

12. Confidential business information is considered confidential when disclosure would likely impair the government's ability to obtain necessary information in the future.

13. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the government in any contract or other obligations for the future payment of money in excess of obligations approved and made available for payment under this instrument and modifications thereto.

14. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

15. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


US DEPARTMENT OF AGRICULTURE
Coronado National Forest

STATE OF ARIZONA
Department of Transportation

By


JOHN MCGEE
Forest Supervisor

By

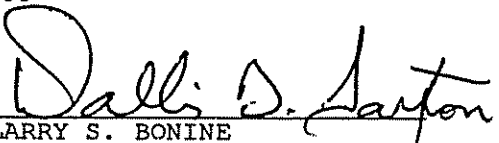

PETER L. ENO
Contract Administrator

JPA 96-125

RESOLUTION

BE IT RESOLVED on this 26th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Roadside Development Section, enter into an agreement with the United States Forest Service to provide environmental studies and reports for approval. Additionally, provide plans and specifications, call for bids and award contract(s) to construct pullout with parking, pathways and interpretive signs.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

DETERMINATION
(Amended)

Arizona Contract No. JPA 96-126, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE has been reviewed by the undersigned for the United States who has determined that it is the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 8th day of November, 1996,.

THE UNITED STATES OF AMERICA

BY 



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1868-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of October, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
[1402]